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7	Attorneys for Defendants and Counterclaiman KB HOME SOUTH BAY INC., KAUFMAN	I AND			
8	BROAD-MONTEREY BAY, INC., and K & BAKEWELL SEASIDE VENTURE, LLC	, B			
9	UNITED STAT	ES DISTRICT COURT			
10	NORTHERN DISTRICT OF C	CALIFORNIA - SAN JOSE DIVISION			
11	TRAVELERS PROPERTY CASUALTY	CASE NO.: CV 13-04745 EJD (PSGx)			
12	COMPANY OF AMERICA, a Connecticut corporation,	DEFENDANTS AND			
13	Plaintiff,	COUNTERCLAIMANTS' WITNESS LIST			
14	VS.	Date: June 10, 2015 Time: 9:00 a.m.			
15	KAUFMAN & BROAD MONTEREY	Courtroom: 4, 5 <sup>th</sup> Floor			
16	BAY, INC., a California corporation, K&B BAKEWELL SEASIDE VENTURE, LLC,	FILE DATE: October 11, 2013 TRIAL DATE SET: June 10, 2015			
17	a California Limited Liability Company, and KB HOME SOUTH BAY, INC., a	TRIAL DATE SET. June 10, 2013			
18	California Corporation and DOES 1 through 10, inclusive,				
19	Defendants.				
20	AND DELATED COLDITED CLAIM				
21	AND RELATED COUNTERCLAIM.				
22					
23	TO ALL PARTIES AND THEIR A	ATTORNEYS OF RECORD HEREIN:			
24	PLEASE TAKE NOTICE that defend	dants Kaufman & Broad-Monterey Bay, Inc., K & B			
25	Bakewell Seaside Venture, LLC, and KB	Home South Bay Inc. (collectively, "KB") by and			
26	through their attorneys of record hereby sub-	mit the following Witness List, pursuant to the Case			
27	Management Order issued on February 11, 2	2014 (Dkt. 18); Standing Order on Civil Cases dated			
28					

February 12, 2015; Minute Order issued December 12, 2014 (Dkt. 105) and Further Order re: Trial Schedule and Related Matters (Dkt. 229).

KB attempted in good faith to file a Joint Witness List in compliance with the Court's Order. The sole issue standing in the way of filing a Joint Witness List is Travelers' attempt to add a newly identified witness, Sal Sanchez, to the witness list in violation of the Court's orders identified above. Mr. Sanchez of State Farm was not previously disclosed on the Joint Witness List filed by the parties on March 19, 2015. Dkt. 125. As such, Travelers is prohibited from calling Mr. Sanchez in support of its case-in-chief absent leave of the Court for good cause shown. Standing Order for Civil Cases dated February 12, 2015, pp. 4-5.

KB respectfully submits the Witness List which should have been filed, with the sole difference being exclusion of Sal Sanchez from the joint witness list.

Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
Pamela Colouris (by Travelers)	Substance of Testimony To Be Elicited By Travelers: Ms. Colouris will testify to KB's tender of its defense and indemnity for the construction defect action styled Davis, et al. v. Kaufman & Broad Monterey Bay, Inc., et al., Monterey County Superior Court case No. M116168 (the "Davis Action"), her acknowledgement and investigation of that tender, her acceptance of that tender, and her efforts to appoint counsel to defend KB in those actions.  Ms. Colouris will further testify as to the fees and costs incurred in the defense of KB in the Davis	1.5 hrs/
Pamela Colouris (additional insured adjuster handling KB's tender of the Davis action) (by KB)	Action that she paid on behalf of KB.  Substance of Testimony To Be Elicited By KB: Travelers' guidelines, policies, practices and procedures for claims handling, business conduct and business ethics; allocations of the defense of homebuilders by insurers who name the homebuilders as an additional insured under a subcontractor policy; Travelers' actions in responding to KB's tender for defense of the Davis lawsuit; Travelers' actions in responding to KB's tenders for defense related to other construction	

1	Witness Name	Substance of Testimony	Est. Time:
2	(Proffered by)		<u>Direct/Cross</u>
,		defect claims; Travelers' management of actions	
3		taken by Travelers' employees; the nature and	
4		purpose of the Claims Legal Group and its utilization regarding construction defect claims involving KB;	
5		Travelers' pattern and practice relating to responding	
6		to tenders by KB, appointing counsel to represent KB, and responding to KB's concerns regarding	
7		counsel appointed by Travelers; Travelers' agreement	
8		to utilize the Glaspy firm in the Davis matter; Travelers' replacement of the Glaspy firm with the	
9		Clapp Moroney firm; Travelers replacement of the Clapp Moroney firm with the Collinsworth firm;	
10		Travelers duty to provide KB with a full, complete, immediate and conflict free defense; the implied	
11		covenant of good faith and fair dealing; Travelers'	
12		document and electronic data retention procedures; Travelers' relationships with the Glaspy firm, the	
13		Clapp Moroney firm, the Collinsworth firm and other firms utilized by Travelers in construction defect	
14		cases; Travelers' pattern and practice of behavior	
15		toward additional insureds who tender construction defects claims; training provided by Travelers related	
16		to conflicts of interest and construction defect claims	
		handling; Travelers' internal policies or guidelines regarding conflict checks; Travelers' settlement	
17		behavior and strategy in the Davis action and in other construction defect actions tendered by KB;	
18		Travelers' decision to sue KB in the Davis action and in other construction defect actions tendered by KB;	
19		conduct of Travelers and its attorneys in coverage	
20		litigation initiated by Travelers against KB; Travelers' communications with other insurers;	
21		Travelers' attempts to retaliate against relatives of	
22		KB attorneys; communications in the Davis action; authentication of documents.	
23	Scott Calkins	Mr. Calkins will testify as to his firm's appointment by Travelers to represent KB and the various	30 min./
24	(by Travelers)	conflicts of interest that have been alleged with said	
25		representation. Additionally he will testify about his correspondence with Travelers and KB	
26		representatives related to the same.	
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Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
Jennifer Wilhelmi	Substance of Testimony to be Elicited by Travelers:	30 min./
(by Travelers)	Ms. Wilhelmi will testify as to her firm's	
	appointment by Travelers to represent KB and the various conflicts of interest that have been alleged	
	with said representation. Additionally she will testify	
	about her correspondence with Travelers and KB representatives related to the same.	
	representatives related to the same.	
Jennifer Wilhelmi	Substance of Testimony to be Elicited by KB:	
(Clapp Moroney counsel assigned by	Conflict checks performed by Ms. Wilhelmi and her law firm, Clapp, Moroney, Bellagamba, Vucinich,	
Travelers to	Beeman & Scheley ("Clapp Moroney");	
represent KB) (by KB)	representation by Clapp Moroney of parties adverse to KB; nature and extent of relationship between	
(by ICD)	Clapp Moroney and Travelers; ethical conflicts of	
	interest suffered by Ms. Nordstrom and Clapp	
	Moroney regarding representation of KB; communications between Clapp Moroney and	
	Travelers' employees or attorneys regarding conflicts	
	of interests and potential representation of KB; production of documents to KB; redactions of	-
	documents produced to KB; communications within	
	Clapp Moroney regarding how to respond to KB's	
	requests for information regarding ethical conflicts of interest; monitoring legal work performed in KB	
	cases and billing of Travelers for that work;	
	collaboration with Travelers in coverage litigation	
	against KB; declarations submitted in coverage litigation and motion to quash proceedings; duty of	
	loyalty to KB and duty to act in KB's best interests;	
	disclosures made to KB and waivers obtained from KB: authentication of documents	
	KB; authentication of documents.	

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Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
Jacqueline Vinaccia, Esq. (by Travelers)	Ms. Vinaccia will provide expert testimony related to the defense fees and costs incurred on behalf of KB in the Davis Action, including the reasonableness and necessity of fees and costs, and whether such fees and costs were incurred in the defense of claims potentially related to the work of Norcraft.  Additionally, Ms. Vinaccia will provide expert testimony to the Court after the conclusion of the jury trial related to the reasonableness and necessity of fees and costs KB alleges it is entitled to as <i>Brandt</i> fees.	1 hr./
John Cole, Esq. (by Travelers)	Mr. Cole will provide expert testimony related to Travelers' claims handling of KB's tender of its defense and indemnity for the Davis Action under the Norcraft Policies, including any allegations of "bad faith" conduct.	1 hr./
Carol Langford, Esq. (by Travelers)	Ms. Langford will provide expert testimony related to the ethical obligations of the counsel retained by Travelers to defend KB in the Davis Action. Further, Ms. Langford will address the existence, or lack thereof, of any alleged conflict of interest that would prohibit Collinsworth, Specht & Calkins from representing KB.	30 min./

1	Witness Name	Substance of Testimony	Est. Time:
2	(Proffered by)		Direct/Cross
3	Mark Collinsworth (Collinsworth firm	Conflict checks performed by Mr. Collinsworth and his law firm, Collinsworth, Specht, Calkins &	30 min./
4	counsel assigned by Travelers to	Giampaoli ("Collinsworth firm"); alleged ethical	
5	represent KB)	conflicts of interest suffered by Mr. Collinsworth, Mr. Calkins and the Collinsworth firm regarding	
6	(by Travelers)	representation of KB; communications between the Collinsworth firm and Travelers' employees or	
7		attorneys regarding conflicts of interests and potential representation of KB; authentication of documents.	
8		Substance of Testimony To Be Elicited By KB.	
9	Mark Collinsworth	Conflict checks performed by Mr. Collinsworth and	200
10	(Collinsworth firm counsel assigned by	his law firm, Collinsworth, Specht, Calkins & Giampaoli ("Collinsworth firm"); representation by	
11	Travelers to represent KB)	Collinsworth firm of parties adverse to KB; nature and extent of relationship between Collinsworth firm	
12	(by KB)	and Travelers; ethical conflicts of interest suffered by	
13		Mr. Collinsworth, Mr. Calkins and the Collinsworth firm regarding representation of KB;	
14		communications between Collinsworth firm and Travelers' employees or attorneys regarding conflicts	
15		of interests and potential representation of KB; production of documents to KB; redactions of	
16		documents produced to KB; communications within	
17		Collinsworth firm regarding how to respond to KB's requests for information regarding ethical conflicts of	
18		interest; monitoring legal work performed in KB cases and billing of Travelers for that work;	
19		collaboration with Travelers in coverage litigation against KB; declarations submitted in coverage	
20		litigation; duty of loyalty to KB and duty to act in	
21		KB's best interests; disclosures made to KB and waivers obtained from KB; authentication of	
22		documents.	

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Witness		Substance of Testimony	Est. Time:
(Proffer	red by)		Direct/Cross
Mary Kay		ling to and payments by Travelers, State Farm and	30 min./
(KB's defe	the aut	regarding the defense of KB in the Davis action; hentication of documents.	
Davis action (by Travelo	·		
Mary Kay	Glaspy Sub	ostance of Testimony To Be Elicited By KB.	
(KB's defe	nse Dis	scussion of all aspects related to the Davis action; scussion of all aspects related to KB's tender to	
Davis action (by KB)	on) Tra	velers related to the Davis action; damages	
(Uy KB)	of (	fered by KB in relation to the Davis action; history Glaspy & Glaspy as panel counsel for Travelers;	
		evelers' guidelines, policies, practices and cedures for claims handling, business conduct and	
	bus	siness ethics; allocations of the defense of nebuilders by insurers who name the	
	hon	nebuilders as an additional insured under a	
		contractor policy; Travelers' actions in ponding to KB's tender for defense of the Davis	
		vsuit; Travelers' actions in responding to KB's ders for defense related to other construction	
	def	ect claims; Travelers' management of actions	
		en by Travelers' employees; Travelers' pattern l practice relating to responding to tenders by KB,	
	* *	pointing counsel to represent KB, and responding KB's concerns regarding counsel appointed by	
	Tra	velers; Travelers' agreement to utilize the Glaspy	
	the	n in the Davis matter; Travelers' replacement of Glaspy firm with the Clapp Moroney firm;	
		welers replacement of the Clapp Moroney firm h the Collinsworth firm; Travelers duty to provide	
	KB	with a full, complete, immediate and conflict free ense; the implied covenant of good faith and fair	
	dea	lling; Travelers' document and electronic data	
		ention procedures; Travelers' pattern and practice behavior toward additional insureds who tender	
	1	nstruction defects claims; Travelers' settlement navior and strategy in the Davis action and in other	
	con	astruction defect actions tendered by KB;	
	in c	velers' decision to sue KB in the Davis action and other construction defect actions tendered by KB;	
		nduct of Travelers and its attorneys in coverage gation initiated by Travelers against KB;	
	Tra	avelers' communications with other insurers; nmunications in the Davis action; authentication	
	l l	documents	EFS.' WITN. LIST

1	Witness Name	Substance of Testimony	Est. Time:
	(Proffered by)		Direct/Cross
2			
3	Dave Simons (Vice President and	Billing to and payments by Travelers, State Farm and KB regarding the defense of KB in the Davis action;	30 min./
4	Assistant General Counsel, Litigation	authentication of documents.	
5	and Compliance, for KB Home)		
6	(by Travelers)		
7	Dave Simons	Substance of Testimony To Be Elicited By KB. Discussion of what is additional insurance and its	
8	(Vice President and Assistant General	impact upon builders and subcontractors within the building industry; KB's damages; KB's risk	
9   10	Counsel, Litigation and Compliance,	management program; History of KB's relationship with Travelers and other similar insurance companies	
11	for KB Home) (by KB)	prior to 2010; Change in Travelers' strategy toward KB and other additional insured builders since 2010;	
12		Discussion of what is additional insurance and its impact upon builders and subcontractors within the	
13		building industry; Travelers' guidelines, policies, practices and procedures for claims handling, business conduct and business ethics; allocations of the defense	
14		of homebuilders by insurers who name the homebuilders as an additional insured under a	
15		subcontractor policy; Travelers' actions in responding to KB's tender for defense of the Davis lawsuit;	
16		Travelers' actions in responding to KB's tenders for defense related to other construction defect claims;	
17		Travelers' management of actions taken by Travelers' employees; the nature and purpose of the Claims Legal	
18		Group and its utilization regarding construction defect claims involving KB; Travelers' pattern and practice	
19		relating to responding to tenders by KB, appointing counsel to represent KB, and responding to KB's	
20		concerns regarding counsel appointed by Travelers; Travelers' agreement to utilize the Glaspy firm in the	
21		Davis matter; Travelers' replacement of the Glaspy firm with the Clapp Moroney firm; Travelers	
22		replacement of the Clapp Moroney firm with the Collinsworth firm; Travelers duty to provide KB with a	
23		full, complete, immediate and conflict free defense; the implied covenant of good faith and fair dealing;	
24		Travelers' document and electronic data retention procedures; Travelers' defects claims; training provided	
25		by Travelers related to conflicts of interest and construction defect claims handling; Travelers' internal	
26		policies or guidelines regarding conflict checks; Travelers' settlement behavior and strategy in the Davis	
27		action and in other construction defect actions tendered by KB; Travelers' decision to sue KB in the Davis	
28		action and in other construction defect actions tendered	

Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
	by KB; conduct of Travelers and its attorneys in coverage litigation initiated by Travelers against KB; Travelers' communications with other insurers; Travelers' attempts to retaliate against relatives of KB attorneys; communications in the Davis action; authentication of documents.	
Don Shaw (Paralegal at The Aguilera Group, APLC) (by Travelers)	Date of execution of the settlement agreement regarding Norcraft's scope of work; authentication of documents.	15 min./
Don Shaw (Paralegal at The Aguilera Group, APLC) (by KB)	Substance of Testimony To Be Elicited By KB. Travelers' pattern and practice of behavior toward additional insureds who tender construction defects claims; Travelers' settlement behavior and strategy with respect to subcontractors insured by Travelers involved in construction defect actions; settlement negotiations by Mr. Shaw, his office, or other Travelers employees with homeowners' counsel regarding subcontractors in construction defect actions where KB is named as an additional insured under a Travelers policy issued to the subcontractor; settlement negotiations related to the Davis action; authentication of documents.	

1	Witness Name	Substance of Testimony	Est. Time:
2	(Proffered by)		<u>Direct/Cross</u>
3	Richard Carrillo	Travelers' guidelines, policies, practices and	
4	(Travelers' Western Regional Manager)	procedures for claims handling, business conduct and business ethics; allocations of the defense of	
	(by KB)	homebuilders by insurers who name the	
5		homebuilders as an additional insured under a	
6		subcontractor policy; Travelers' actions in responding to KB's tender for defense of the Davis	
7		lawsuit; Travelers' actions in responding to KB's	
		tenders for defense related to other construction	
8		defect claims; Travelers' management of actions taken by Travelers' employees; the nature and	
9		purpose of the Claims Legal Group and its utilization	
10		regarding construction defect claims involving KB;	
		Travelers' pattern and practice relating to responding to tenders by KB, appointing counsel to represent	
11		KB, and responding to KB's concerns regarding	
12		counsel appointed by Travelers; Travelers' agreement	
13		to utilize the Glaspy firm in the Davis matter;	
		Travelers' replacement of the Glaspy firm with the Clapp Moroney firm; Travelers replacement of the	
14		Clapp Moroney firm with the Collinsworth firm;	
15		Travelers duty to provide KB with a full, complete,	
16		immediate and conflict free defense; the implied covenant of good faith and fair dealing; Travelers'	
		document and electronic data retention procedures;	
17		Travelers' relationships with the Glaspy firm, the	
18		Clapp Moroney firm, the Collinsworth firm and other	
19		firms utilized by Travelers in construction defect cases; Travelers' pattern and practice of behavior	
19		toward additional insureds who tender construction	
20		defects claims; training provided by Travelers related	
21		to conflicts of interest and construction defect claims handling; Travelers' internal policies or guidelines	
22		regarding conflict checks; Travelers' settlement	
22		behavior and strategy in the Davis action and in other	
23		construction defect actions tendered by KB;	
24		Travelers' decision to sue KB in the Davis action and in other construction defect actions tendered by KB;	
		conduct of Travelers and its attorneys in coverage	
25		litigation initiated by Travelers against KB;	
26		Travelers' communications with other insurers; Travelers' attempts to retaliate against relatives of	
27		KB attorneys; communications in the Davis action;	
***************************************		authentication of documents.	
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Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
Adrienne Nordstrom	Conflict checks performed by Ms. Nordstrom and her law firm, Clapp, Moroney, Bellagamba, Vucinich,	
(Clapp Moroney counsel assigned by	Beeman & Scheley ("Clapp Moroney"); representation by Clapp Moroney of parties adverse	
Travelers to represent KB)	to KB; nature and extent of relationship between	
(by KB)	Clapp Moroney and Travelers; ethical conflicts of interest suffered by Ms. Nordstrom and Clapp	
	Moroney regarding representation of KB; communications between Clapp Moroney and	
	Travelers' employees or attorneys regarding conflicts of interests and potential representation of KB;	
	production of documents to KB; redactions of documents produced to KB; communications within	
	Clapp Moroney regarding how to respond to KB's requests for information regarding ethical conflicts of	
	interest; monitoring legal work performed in KB	
	cases and billing of Travelers for that work; collaboration with Travelers in coverage litigation	
	against KB; declarations submitted in coverage litigation and motion to quash proceedings; duty of	
	loyalty to KB and duty to act in KB's best interests; disclosures made to KB and waivers obtained from	
	KB; authentication of documents.	

1	Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
2	(1 Tonered by)		<u> Direct Cross</u>
3	Rochelle Ware	Travelers' guidelines, policies, practices and	
	(supervisor at	procedures for claims handling, business conduct and	
4	Travelers)	business ethics; allocations of the defense of	
5	(by KB)	homebuilders by insurers who name the	
3		homebuilders as an additional insured under a	
6		subcontractor policy; Travelers' actions in	
		responding to KB's tender for defense of the Davis lawsuit; Travelers' actions in responding to KB's	
7		tenders for defense related to other construction	
8		defect claims; Travelers' management of actions	
		taken by Travelers' employees; the nature and	
9		purpose of the Claims Legal Group and its utilization	
10		regarding construction defect claims involving KB;	
10		Travelers' pattern and practice relating to responding	
11		to tenders by KB, appointing counsel to represent	
10		KB, and responding to KB's concerns regarding	
12		counsel appointed by Travelers; Travelers' agreement	
13		to utilize the Glaspy firm in the Davis matter;	
		Travelers' replacement of the Glaspy firm with the Clapp Moroney firm; Travelers replacement of the	
14		Clapp Moroney firm with the Collinsworth firm;	
15		Travelers duty to provide KB with a full, complete,	
13		immediate and conflict free defense; the implied	
16		covenant of good faith and fair dealing; Travelers'	
1.7		document and electronic data retention procedures;	
17		Travelers' relationships with the Glaspy firm, the	
18		Clapp Moroney firm, the Collinsworth firm and other	
		firms utilized by Travelers in construction defect	
19		cases; Travelers' pattern and practice of behavior	
20		toward additional insureds who tender construction defects claims; training provided by Travelers related	
20		to conflicts of interest and construction defect claims	
21		handling; Travelers' internal policies or guidelines	
22		regarding conflict checks; Travelers' settlement	
		behavior and strategy in the Davis action and in other	
23		construction defect actions tendered by KB;	
		Travelers' decision to sue KB in the Davis action and	
24		in other construction defect actions tendered by KB;	
25		conduct of Travelers and its attorneys in coverage	
		litigation initiated by Travelers against KB;	
26		Travelers' communications with other insurers; Travelers' attempts to retaliate against relatives of	
27		KB attorneys; communications in the Davis action;	
41		authentication of documents.	
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1	Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
2			
3	Keith Andersen (Claim Vice	Excerpts from videotaped deposition; Travelers' guidelines, policies, practices and procedures for	
4	President Over	claims handling, business conduct and business	
5	Construction for Travelers Insurance	ethics; allocations of the defense of homebuilders by insurers who name the homebuilders as an additional	
6	Company) (by KB)	insured under a subcontractor policy; Travelers' actions in responding to KB's tender for defense of	
7		the Davis lawsuit; Travelers' actions in responding to KB's tenders for defense related to other construction	
8		defect claims; Travelers' management of actions	
9		taken by Travelers' employees; the nature and purpose of the Claims Legal Group and its utilization	
10		regarding construction defect claims involving KB; Travelers' pattern and practice relating to responding	
11		to tenders by KB, appointing counsel to represent KB, and responding to KB's concerns regarding	
12		counsel appointed by Travelers; Travelers duty to	
13		provide KB with a full, complete, immediate and conflict free defense; the implied covenant of good	
14		faith and fair dealing; Travelers' document and electronic data retention procedures; Travelers'	
15		relationships with the Glaspy firm, the Clapp	
16		Moroney firm, the Collinsworth firm and other firms utilized by Travelers in construction defect cases;	H 100 000 000 000 000 000 000 000 000 00
17		Travelers' pattern and practice of behavior toward additional insureds who tender construction defects	
18		claims; training provided by Travelers related to	
19		conflicts of interest and construction defect claims handling; Travelers' internal policies or guidelines	
20		regarding conflict checks; Travelers' settlement behavior and strategy in the Davis action and in other	
21		construction defect actions tendered by KB; Travelers' decision to sue KB in the Davis action and	
22		in other construction defect actions tendered by KB;	
23		conduct of Travelers and its attorneys in coverage litigation initiated by Travelers against KB;	
24		Travelers' communications with other insurers; Travelers' attempts to retaliate against relatives of	
25		KB attorneys; communications in the Davis action;	
		authentication of documents.	and the second
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1	Witness Name	Substance of Testimony	Est. Time:
2	(Proffered by)		<u>Direct/Cross</u>
3	Debbi Payne (additional insured	Travelers' guidelines, policies, practices and	
4	adjuster at	procedures for claims handling, business conduct and business ethics; allocations of the defense of	
	Travelers)	homebuilders by insurers who name the	
5	(by KB)	homebuilders as an additional insured under a	
6		subcontractor policy; Travelers' actions in	
7		responding to KB's tender for defense of the Davis lawsuit; Travelers' actions in responding to KB's	
7		tenders for defense related to other construction	
8		defect claims; Travelers' management of actions	
9		taken by Travelers' employees; the nature and	
		purpose of the Claims Legal Group and its utilization regarding construction defect claims involving KB;	
10		Travelers' pattern and practice relating to responding	
11		to tenders by KB, appointing counsel to represent	
12		KB, and responding to KB's concerns regarding	
12		counsel appointed by Travelers; Travelers' agreement to utilize the Glaspy firm in the Davis matter;	
13		Travelers' replacement of the Glaspy firm with the	
14		Clapp Moroney firm; Travelers replacement of the	
		Clapp Moroney firm with the Collinsworth firm;	
15		Travelers duty to provide KB with a full, complete, immediate and conflict free defense; the implied	
16		covenant of good faith and fair dealing; Travelers'	
17		document and electronic data retention procedures;	
1/		Travelers' relationships with the Glaspy firm, the	
18		Clapp Moroney firm, the Collinsworth firm and other firms utilized by Travelers in construction defect	
19		cases; Travelers' pattern and practice of behavior	
		toward additional insureds who tender construction	·
20		defects claims; training provided by Travelers related	
21		to conflicts of interest and construction defect claims handling; Travelers' internal policies or guidelines	
22		regarding conflict checks; Travelers' settlement	
		behavior and strategy in the Davis action and in other	
23		construction defect actions tendered by KB; Travelers' decision to sue KB in the Davis action and	
24		in other construction defect actions tendered by KB;	
		conduct of Travelers and its attorneys in coverage	
25		litigation initiated by Travelers against KB;	
26		Travelers' communications with other insurers; Travelers' attempts to retaliate against relatives of	
27		KB attorneys; communications in the Davis action;	
		authentication of documents.	
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1	Witness Name	Substance of Testimony	Est. Time:
2	(Proffered by)		Direct/Cross
3	Gene Witkin (Menter & Witkin	Communications with Travelers and Clapp Moroney regarding conflicts of interest; allocations of the	
4	LLP)	defense of homebuilders by insurers who name the	
5	(by KB)	homebuilders as an additional insured under a subcontractor policy; Travelers' actions in	
6		responding to KB's tender for defense of the Davis	
		lawsuit; Travelers' actions in responding to KB's tenders for defense related to other construction	
7		defect claims; Travelers' management of actions	
8		taken by Travelers' employees; Travelers' pattern and practice relating to responding to tenders by KB,	
9		appointing counsel to represent KB, and responding	
10		to KB's concerns regarding counsel appointed by Travelers; Travelers' agreement to utilize the Glaspy	
11		firm in the Davis matter; Travelers' replacement of	
12		the Glaspy firm with the Clapp Moroney firm; Travelers replacement of the Clapp Moroney firm	
13		with the Collinsworth firm; Travelers duty to provide	
		KB with a full, complete, immediate and conflict free defense; the implied covenant of good faith and fair	
14		dealing; Travelers' document and electronic data	
15		retention procedures; Travelers' relationships with the Glaspy firm, the Clapp Moroney firm, the	
16		Collinsworth firm and other firms utilized by	
17		Travelers in construction defect cases; Travelers' pattern and practice of behavior toward additional	
18		insureds who tender construction defects claims;	
19		Travelers' internal policies or guidelines regarding conflict checks; Travelers' settlement behavior and	
		strategy in the Davis action and in other construction	
20		defect actions tendered by KB; Travelers' decision to sue KB in the Davis action and in other construction	
21		defect actions tendered by KB; conduct of Travelers	
22		and its attorneys in coverage litigation initiated by Travelers against KB; Travelers' communications	
23		with other insurers; Travelers' attempts to retaliate	
24		against relatives of KB attorneys; communications in the Davis action; authentication of documents.	
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Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
Andre Jardini (KB's expert witness regarding KB's damages and Travelers' claimed damages) (by KB)	KB will not call this witness unless the Court allows  Brandt fee evidence at trial.  The reasonableness of attorneys' fees and costs incurred by Glaspy & Glaspy; reasonableness of attorneys' fees and costs incurred by Newmeyer & Dillion; Criticism of amounts Travelers seeks in reimbursement from KB; authentication of documents.	
Charles Henderson (KB's expert witness regarding insurance industry standard of care) (by KB)	Travelers' failure to meet the standard of care in insurance claims handling; Travelers' unreasonable and improper actions related to insurance claims handling in the Davis action and other construction defect actions in which KB has tendered its defense to Travelers; authentication of documents.	
Ellen Peck (KB's expert witness regarding conflicts of interest) (by KB)	Discussion regarding all aspects related to ethical obligations of counsel appointed by Travelers and conflicts of interest suffered by counsel appointed by Travelers to defend KB in the Davis action and other construction defect actions in which KB has tendered its defense to Travelers; Conflicts of interests suffered by Clapp Moroney, the Collinsworth firm, the Lee firm and other firms appointed by Travelers; Travelers' culpability in assigning conflicted counsel to represent KB in the Davis action and in other construction defect actions in which KB has tendered its defense to Travelers; authentication of documents.	

Witness Name (Proffered by)	Substance of Testimony	Est. Time: Direct/Cross
C. Kendie Schlecht (Newmeyer &	KB will not call this witness unless the Court allows  Brandt fee evidence at trial.	
Dillion LLP) (by KB)	Discussion of what is additional insurance and its	
(by KB)	impact upon builders and subcontractors within the	
	building industry; Travelers' guidelines, policies, practices and procedures for claims handling,	
	business conduct and business ethics; allocations of	
	the defense of homebuilders between insurers who name the homebuilders as an additional insured under	
	a subcontractor policy; Travelers duty to provide KB with a full, complete, immediate and conflict free	
	defense; the implied covenant of good faith and fair	
	dealing; Travelers' pattern and practice of behavior toward additional insureds who tender construction	
	defects claims; Travelers' internal policies or guidelines regarding conflict checks; Travelers'	
	settlement behavior and strategy in the Davis action	
	and in other construction defect actions tendered by KB; Travelers' decision to sue KB in the Davis	
	action and in other construction defect actions tendered by KB; conduct of Travelers and its	
	attorneys in coverage litigation initiated by Travelers	
	against KB; attorneys' fees and costs incurred by Newmeyer & Dillion in this action; billing practices	
	and procedures of Newmeyer & Dillion in construction defect matters on behalf of	
	homebuilders; KB's damages; authentication of	
	documents.	

Dated: June 9, 2015

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NEWMEYER & DILLION LLP

By: /s/ C. Kendie Schlecht

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